



Participant Handbook

Service and Business Terms

Version: 2.0

Last Updated: 28 August 2023

A subsidiary of S+B NEXUS Pty LTD

TABLE OF CONTENTS

1.0	OUR BACKGROUND	2
2.0	OFFICE LOCATIONS AND LOCAL CONTACT DETAILS	4
3.0	PARTICIPANT'S RIGHTS AND RESPONSIBILITIES	5
4.0	OUR SERVICES	7
5.0	ADVOCACY AND SUPPORT PERSONS	9
6.0	INCIDENT MANAGEMENT	11
7.0	CONFLICT OF INTEREST	13
8.0	NDIS CODE OF CONDUCT AND PRACTICE	14
9.0	PRIVACY AND CONFIDENTIALITY	15
10.0	FEES AND PAYMENTS	17
11.0	CANCELLATION POLICY	18
12.0	RISK ASSESSMENT AND WORKPLACE HEALTH AND SAFETY	19
13.0	COMPLAINTS & FEEDBACK	20
14.0	EQUAL OPPORTUNITY	23
15.0	TERMS AND CONDITIONS	24



1.0 OUR BACKGROUND

S+B Nexus Pty Ltd, Trading as Living Communities was established in 2020. Living Communities is a LGBTQI+ friendly Disability Support Agency. Our aim is to provide a range of services to assist members of the community who are unable to fully conduct their day-to-day tasks.

1.1 Our Mission

At Living Communities we promote the individual rights, freedom and expression of our diverse community by promoting opportunities for meaningful participation in the community. We do this to build a living community to ensure individuals who access our services reach their goals.

Our primary objective is to provide disability support services to members of diverse communities, including the LGBTQIA++ communities who identify as having a disability.

We aim to provide a range of services ranging from Assistance in Daily Living Requirements, Community Access Support, Garden and Yard Maintenance, Personal Training Services, Cleaning Services, Food Preparation Support, Community Transport and Advocacy.

1.2 Our Vision

Our vision is to promote the growth and development of the daily lives of our people, by building a living community. We do this by making our clients the centre of everything we do.

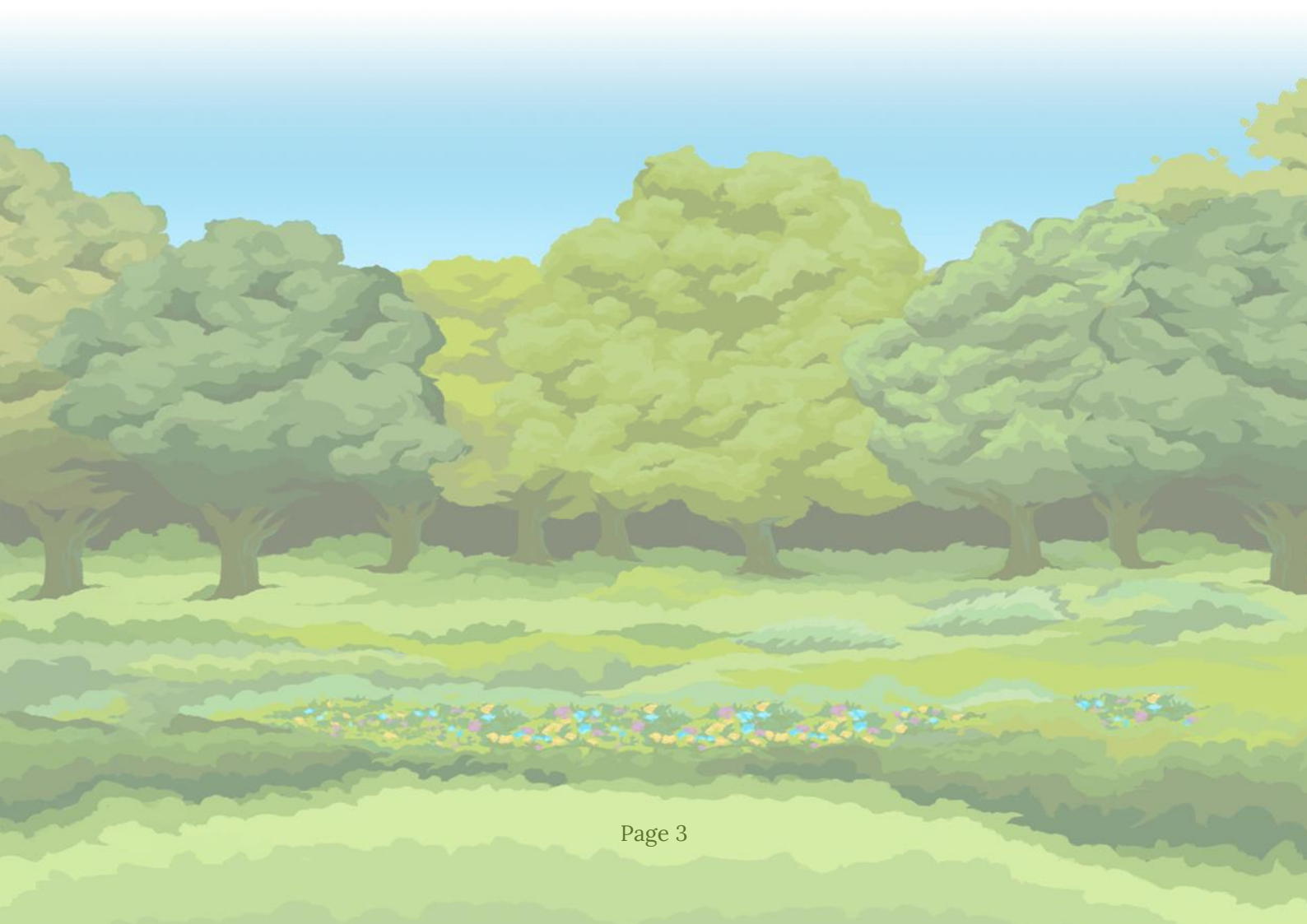
1.3 Our Values

We believe:

- in truth. The nature of reality and the potential of the mind by abandoning negative, unskillful actions and desires. This will lead to personal fulfillment and happiness.
- in the value of life.
- success is not measured by greatness, but by the improvement given to a person or the world.
- in the value and worth of all members of the S+B Nexus Group.
- quality is achieved through continuous improvement.

1.4 Our Goals

- We will achieve and maintain accreditation against quality standards and licensing requirements.
- We will proactively manage complaints and develop customer loyalty through quality service with a continuous improvement framework.
- Our workforce shall be adaptable, flexible, resilient and capable.
- We shall be creative in our models of support to meet the goals of our clients.
- We will provide the following service types:
 - Provision of services to people with a disability who are in need.
 - Improve the health and social welfare of the community.
- We will provide sustainable support to children, youth and adults with a disability who are in need.



2.0 OFFICE LOCATIONS AND LOCAL CONTACT DETAILS

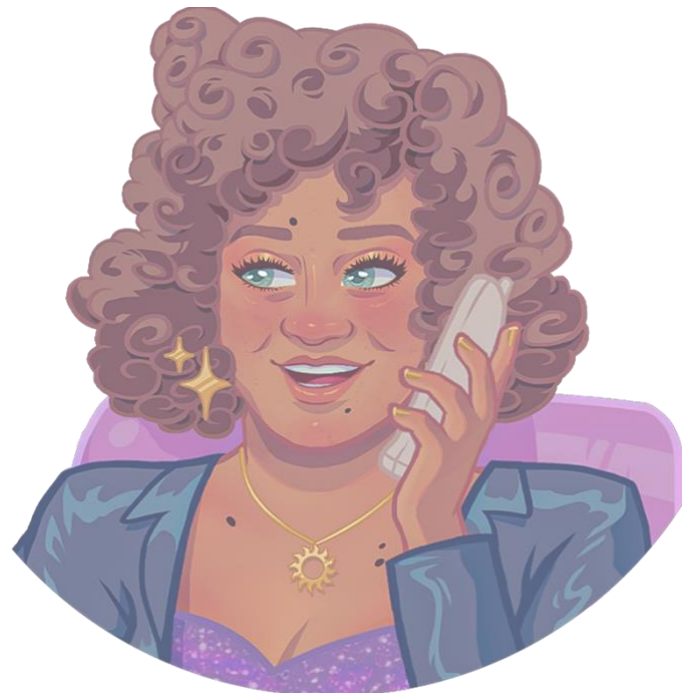
Referrals



Phone **1300 670 540**



Email **contact@livingcommunities.com.au**



Brisbane Office



Address **Suite 14, 96 Cleveland Street,
Stones Corner, QLD, 4120**

Postal Address **PO Box 338, Greenslopes,
QLD, 4120**



Phone **1300 670 540**



Email **admin@livingcommunities.com.au**



Website **www.livingcommunities.com.au**

3.0 PARTICIPANT'S RIGHTS AND RESPONSIBILITIES

Living Communities will ensure a Participant and/or Participant's Representative understands their obligations and the opportunities available to them.

Living Communities acknowledges the following Participant/Participant's Representative rights:

1. The right to ask questions.
2. The right to have a friend, family member or an advocate for support when dealing with Living Communities.
3. The right to information on policies and procedures relevant to the Participant's support.
4. The right to make complaints and provide feedback about the services and support received.
5. The right to partake in the development of the service. Participants/Participant's Representatives are invited to do this through formal and informal processes.
6. The right to view and access the personal information held by the service to confirm accuracy.
7. The right to review your plan at any time.
8. The right to have a dignity of risk for your own decisions.
9. The right to respect to have intimacy and sexual expression.
10. The right to raise concerns directly with the NDIA Quality Safeguard Commission.

Living Communities also acknowledge that Participants/Participant's Representatives have a number of responsibilities:

1. The responsibility to treat employees, managers and other people associated with Living Communities fairly and with respect.
2. The responsibility to make your concerns or complaints known to Living Communities so that we can address your issues and concerns in a timely manner.
3. The responsibility to advise Living Communities if your information or needs change and ensure your service plan and the information we have is current.
4. The responsibility to facilitate and ensure NDIS payment for approved services that have been delivered.

~ Supporting you to coordinate your plan and services:

There are several ways Living Communities can assist with direction and management of your plan and Living Communities services. We are also happy to advocate and provide additional information to ensure you are receiving the best support for your needs and requirements. Living Communities can:

1. Work with and support you to develop and review care plans. Plans are reviewed annually, or sooner as required either in person or by phone.
2. Develop shift duties related to your support and care.
3. Participate in surveys sent to you or provide feedback and input about

staff performance and training needs at a local or service level either by requesting a meeting or by phoning us.

4. You can raise issues anonymously through,
 - Living Communities website feedback portal
 - Submitting a Living Communities Complaints & Feedback form by post or email
 - Sending your feedback in writing to **PO Box 338 Greenslopes QLD 4120**
 - By phoning **1300 670 540**
 - By emailing **admin@living-communities.com.au**
 - By contacting the NDIS Quality and Safeguards Commission on **1800 035 544**
 - For more information refer to **13. Complaints & Feedback**
5. From time to time Living Communities will hold local forums conducted at our centre or office base to give you an opportunity to suggest new service models or options that would benefit the wider community – varying and flexible dates.
6. Your participation in staff selection and recruitment processes for staff providing direct care. During the intake assessment process, Living Communities will determine your personal needs and support requirements and if requested, can create a profile of preferred support staff. In addition, we can also provide specific recruitment services (please note additional Human Resources fees may be required for this service type).
7. Phone surveys are conducted from time to time on a regular basis to request feedback from Participants/Participant's Representatives. This information is communicated directly to the Management Team.



~

We welcome
and encourage all feedback
and complaints
in order to continually improve
and update our services!

~

4.0 OUR SERVICES

At Living Communities, we offer a wide range of services including but not limited to,

- Assisted Daily Living
- Community Access
- In-Home Support
- Group Based Activities
- Support Coordination
- Garden, Lawn, and Outdoor Maintenance
- Cleaning Services
- Food Preparation Support

During the intake process a Living Communities representative will explain the different types of supports available. If Living Communities are unable to provide a requested service, we will provide alternative organisation/s who may be able to assist.

Participants are under no obligation to use more than one Living Communities service type. Other services will not be affected if a Participant only chooses Living Communities for one service type. Living Communities assists many Participants to access a variety of different providers.

Support Coordination & Psychosocial Recovery Coaching:

Where we provide Support Coordination to you, we would like to reiterate that you are not obligated to choose any other service of Living Communities. Your choices will not impact on the services that we provide you through the support coordination division.



Level 2: Coordination of Supports

Living Communities support coordinators strengthen a participant's ability to design and then build their support with an emphasis on linking the broader systems of support across a complex service delivery environment. Coordination of Supports is to focus on supporting participants to direct their lives, not just their services and is focussed on assisting participants to build and maintain a resilient network of formal and informal supports. This involves working together with the participant to understand the funding, identify what participants expect from services, and how participants want this designed. Coordination of Support also includes coaching participants and working with them to develop capacity and resilience in their network.

Coordination of Supports includes but is not limited to,

- Understand the Plan;
- Connect with Supports and Services;
- Design Support Approaches;
- Establish Supports;
- Coach, Refine, Reflect;
- Targeted Support Coordination;
- Crisis: Planning, Prevention, Mitigation and Action;
- Build Capacity and Resilience; and
- Report to the NDIA

Psychosocial Recovery Coaches

Living Communities Recovery Coaches provide assistance for participants with psychosocial disabilities to build capacity and resilience through strong and respectful relationships, enabling them to live a full and contributing life. Recovery Coaching support is designed to be able to maintain engagement through periods of increased support needs due to the episodic nature of mental illness. Recovery coaches work collaboratively with participants, families, carers and other services to identify, plan, design, and coordinate NDIS supports.

Living Communities Participant Handbook

Living Communities psychosocial recovery coaches have in-depth lived and/or learnt experiences. Our Recovery coaches have tertiary qualifications or mental health training; and/or a minimum of two years of experience in mental health-related work.

Living Communities Recovery Coaches offer a unique understanding of mental health and how differently it affects every one of us, and will translate the NDIS for you to ensure you get the most from your NDIS funding. Our Recovery coaches will take the pressure off so you can focus on what's most important to you.

We understand where you are coming from and that some days are better than others. We want to work at your pace so you can build the life you want, and there's no room for judgment in our model.

We get it!

5.0 ADVOCACY AND SUPPORT PERSONS

Participants may choose to use an advocate or support person to assist them with a range of decisions including planning, communication and raising complaints. All advocates are expected to follow the Code of Conduct for Advocates, Privacy and Confidentiality and participate in Living Communities' complaint's resolution process. These documents and processes are available upon request.

Living Communities has extensive experience in advocating for people with a disability and their families. Advocacy services and supports are available to our Participants to assist with any issues regarding other services or funding agencies. Please let us know if you require us to provide advocacy support to you at any stage of your engagement with us.

5.1 General Guidelines for Advocacy

1. Living Communities has a firm position that it will not engage with advocates who do not behave in a professional manner. Living Communities does not tolerate unreasonable complainant conduct by advocates which is disruptive and not conducive to a positive outcome for the person receiving supports.
2. Living Communities recognises the right of the Participant to live the lifestyle of their choosing, subject to an appropriate Risk Assessment of the Participant.
3. Living Communities recognises the importance of an advocate for Participants whose mental or intellectual impairment may prevent them from handling their own affairs and making informed decisions.
4. The role of the advocate does not extend to conducting investigations or unannounced visits to shared service locations or client homes.

An Advocate may be,

- A carer associated with the organisation
- A relative, carer or family member
- Other outside appointees, including
 - local advocacy groups / agency services

The role of the advocate may include,

- Communicating the Participant's interests where the Participant is too confused, mentally/physically frail or sick to make informed choices or exercise their rights for themselves and this has been approved by the legal or informal guardian.
- Participating as a possible mediator in disputes between the Participant and the organisation.
- For Participants from ethnic minority groups, to act as the coordinator between the Participant and care staff. To explain any special cultural needs that need to be considered and respected within the Care Plan, possibly even to the extent of providing a translation service.
- Wherever possible, an advocate will be "matched", to a participant through personal choice or informed appointment, with due consideration of gender, age, cultural and ethnic backgrounds, religion and personal interests. Where an advocate is appointed, appropriate notes are made in the Participant's Care Plan. The advocate may become involved in the development of the Participant's Care Plan where it is appropriate.

5.2 Translation services

To ensure Participants are supported to make informed choices about the benefits and risks of their options, they need to understand the facts and their choice and control, and be able to communicate their decision. As such, should a Participant require any language interpreting services, Living Communities will provide NDIS Participants and carers with such services at no charge.

The interpreters' role is to interpret spoken words only. This means they are unable to give you advice about the NDIS.

For more information, please contact your Living Communities representative

- phone 1300 670 540
- or email admin@livingcommunities.com.au

Alternatively,

- for people who need help with English, please phone TIS National 131 450
- OR for people with hearing or speech loss, please phone, TTY: 1800 555 677,
- Speak and Listen: 1800 555 727
- or visit the National Relay Service website: www.infrastructure.gov.au/media-communications-arts/phone/services-people-disability/accesshub/national-relay-service

5.3 Providing important information to you in a way that you can understand:

We can support you to understand the information about your services, terms and obligations in a way that best suits your needs. You can request this at any time. This can be provided in a number of ways:

- We will verbally explain or read any information to you.
- You can have a support person with you to help explain information.
- We can provide information in a summarised or simple format.
- We can explain the information using augmentative communication that may suit you.



6.0 INCIDENT MANAGEMENT

We want you to understand how we will manage and report incidents.

An incident is broadly defined as,

- Any event or circumstance that resulted, or could have resulted, in unintended and/or unnecessary harm to a person, or loss or damage to property.
- A near miss which did not cause harm but had the potential to do so.
- A medication error involving a preventable event that may cause or lead to inappropriate medication use or harm to a client being supported.
- Any event which deviates from standard policy or procedure.
- Anything illegal, for example, assault, sexual misconduct or fraud.

When an incident occurs, Living Communities will identify, assess, record, manage, resolve, report and review all incidents (not just NDIS reportable incidents).

6.1 Reportable Incidents

Reportable incidents are serious incidents or alleged incidents which result in harm to an NDIS Participant and occur in connection with NDIS supports and services. Specific types of reportable incidents include:

- The death of a person with disability.
- Serious injury of a person with disability.
- Abuse or neglect of a person with disability.
- Unlawful sexual or physical contact with, or assault of, a person with disability
- Sexual misconduct committed against, or in the presence of, a person with disability, including grooming of the person for sexual activity.
- Unauthorised use of a restrictive practice in relation to a Participant.

Please note,

1. *An impacted person may decide not to participate in a victim interview or provide a witness statement regarding the alleged offence, and this should be respected.*
2. *Depending on the nature of the Incident, Living Communities may also be required to report the incident to other external authorities or governing organisations such as Queensland Police, the Department of Communities, Disability Services and Seniors, Child Safety and/or relevant WH&S authorities.*

6.2 Responsibilities of Management

- Ensure all employees have necessary skills to manage incidents
- Record serious incidents
- Manage escalated and serious incidents
- Report serious incidents to the NDIS Quality and Safeguards Commission
- Review incidents and initiate improvements

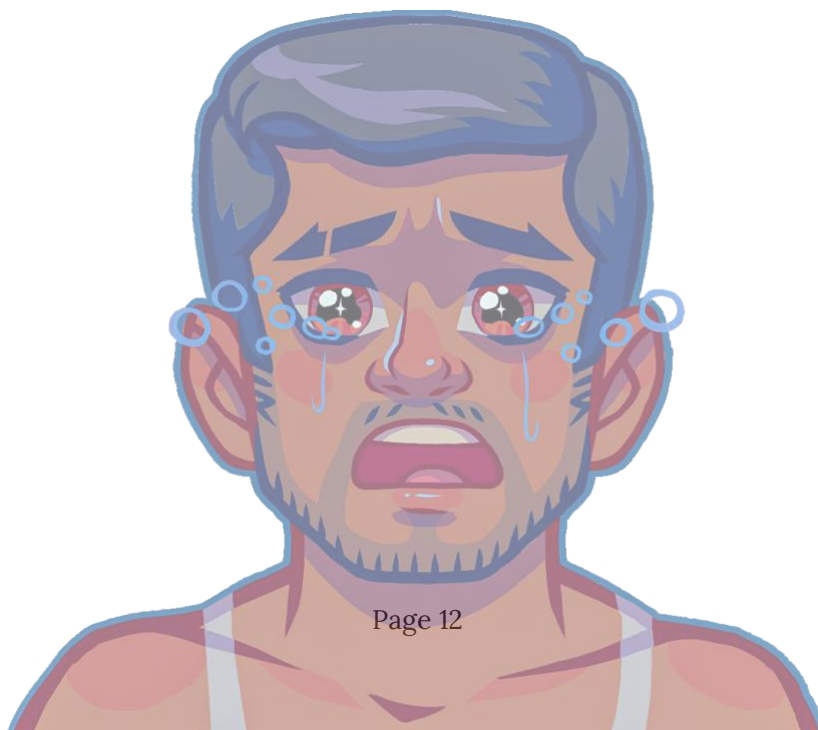
6.3 Responsibilities of Staff

- Resolve incidents
- Verbally report incidents to the Living Communities Office
- Report incidents to relevant parties, i.e. parent/s or guardian/s
- Record incidents
- Escalate incidents they are unable to resolve to management
- Escalate all serious incidents to management

For more information on how incidents are managed and reported at Living Communities, please phone 07 3506 2505 or email admin@livingcommunities.com.au

Alternatively,

- contact the NDIS Quality and Safeguards Commission on 1800 035 544
- visit the website www.ndiscommission.gov.au
- or contact the Reportable Incident Team at reportableincidents@ndiscommission.gov.au



7.0 CONFLICT OF INTEREST

A conflict of interest occurs when a person's personal interests conflict with their responsibility to act in the best interest of the organisation and the people supported.

A conflict of interest may be actual, potential or perceived and may be financial or non- financial. These situations present the risk that a person will decide based on these influences rather than the best interests of the organisation and person/s supported.

When a conflict of interest arises and/or is identified, Living Communities will record and resolve the it. Living Communities will notify the Participant of any conflicts of interest to ensure a Participant can make an informed and positive decision.

For more information or to report a concern about a potential conflict of interest,

- please phone 1300 670 540
- or email admin@livingcommunities.com.au

You can refer to your service agreement for additional information.



8.0 NDIS CODE OF CONDUCT AND PRACTICE

Living Communities has policies and management practices which maintain high professional standards in the marketing and delivery of services which safeguard the interests and welfare of the Participant/Participant's Representative.

The NDIA has a code of conduct for care staff. All Living Communities employees are required to comply with this code of conduct. If you become aware of an employee who you believe is acting in an unacceptable manner, please immediately bring this to our attention by phoning **1300 670 540** or emailing **admin@livingcommunities.com.au** as we expect exemplary conduct and behaviour from all employees.

For more information visit:

www.ndiscommission.gov.au/providers/ndis-code-conduct



9.0 PRIVACY AND CONFIDENTIALITY

It is important that Participants/Participants' Representatives understand how we maintain privacy and confidentiality of records and information. All information regarding the Participant/Participant's Representative is regarded as confidential. All information gathered during the provision of service will be private and confidential except when,

- It is subpoenaed or required by law or by a court
- Failure to disclose the information would place the Participant at risk
- The Participant/Participant's Representative has provided prior written consent to discuss private and confidential matters with an outside body

When a Participant commences service with Living Communities, they are requested to provide, and or complete, a series of client registration forms. These forms and assessments contain a range of information that are used to provide support and service, and to better understand needs, choices, and preferences of each Participant.

When these forms are completed, the information is transferred to our Client Management System and a copy of these forms is scanned. This is an individual file with restricted access. The system is a secure system. Only the staff of Living Communities involved in your support will have access to this information, alongside the Living Communities Executive Team.

Summary information that includes copies of important care plans are printed and kept in a hard copy folder at the place where you receive support. If this is your own home, you will need to ensure that a copy of this is available for care staff in an accessible location. This allows staff access to the information if any electronic record is not accessible for any reason i.e. computer is broken or lack of internet.

Throughout the year we conduct a range of formal and informal reviews of care and activity plans. Information and copies of plans will be provided for your feedback and update. The Participant/Participant's Representative can request a meeting to review the plan and assessment information on file to ensure information is current and up to date. Living Communities does not provide printed copies of records. We encourage you to provide feedback and update your information on a regular basis.

Each year we will forward a range of update service engagement agreement forms (quotes/contract) and consent forms as required. These documents are to be completed and returned. If the forms are not returned, Living Communities will consider the last permission and authority form to be current and correct, unless the Participant/Participant's Representative has withdrawn permissions and authorities in writing.

The Participant/Participant's Representative must give permission for quality auditors not to review file information. Government Staff may have legal rights to review file information without consent from the Participant/Participant's representative. It is a legal obligation of Living Communities to provide information to approved authorities if requested.

Archived information is stored in a secure location with lock entry. This is kept for 8-15 years depending on the nature of the information. Information that is destroyed is done so by secure shredding/destruction with an authorised document destruction company.

During activities at service outlets, client photographs, artwork, samples of work, birthdays on calendars and names may be displayed as part of activity programmes. If the Participant/Participant's Representative does not want these items displayed Living Communities must be advised in writing. All Participants attending Living Communities Day Centres will be required to complete and sign a media consent form.

We participate in a quality assurance programme and information relating to feedback, general activities and continuous improvement, is provided on the website, as a regular update (or through newsletters.) From time to time we will hold community and client forums. These meetings are attended by stakeholders of the organisation and may include staff, consumers, family representatives, and departmental staff. This quality improvement process allows us to have a culture of continuous improvement and enhance the service we provide to all service users.

If you ever need to raise a complaint about privacy or confidentiality issues you can do so through our feedback and complaints process. Refer to **13.0 Complaints & Feedback**.



10.0 FEES AND PAYMENTS

Fees payable are determined by the service or program Participants access. Living Communities charge in accordance with the NDIS Price Guide & Support Catalogue. Living Communities will always be in line with the Current Published Fee Guidelines and terms of the National Disability Insurance Scheme.

Any changes that occur from time to time will automatically update your service agreement and the fee price for a service type will change on the date the NDIS approves a fee increase or change. Additional fees may be charged when circumstances arise that were not included or considered during the initial planning and quote stage of the invoicing procedure. Should this occur, a new quote will then be provided if service needs change.

Your plan may refer to fixed schedules (regular supports) and flexible supports.

Where you have not returned an agreement or quote and continue to engage and utilise the services of Living Communities, you agree that Living Communities will proceed on the basis that you have accepted the agreement and quote and are entitled to proceed in this manner.

Living Communities will only seek payment for their provision of supports **after completion of service**.

- a) Where a Participant has nominated the NDIA to manage (NDIA-managed) the funding for supports provided under this Service Agreement, the Provider will claim payment for those supports from the NDIA.
- b) Where the Participant (self-managed) or another organisation (plan-managed) is managing and paying for services, payment terms are 7 days from invoice date.

10.1 Responsibilities of Management

The Participant/Participant's Representative agrees to pay Living Communities' invoice for NDIS services within seven (7) days from the date of the invoice, unless otherwise negotiated in advance, and confirmed in writing between Living Communities and the Participant/Participant's Representative. Please refer to Living Communities' invoice for payment methods and details. The bank account details are listed on the invoice.

If payment is not made within the payment terms, Living Communities will use reasonable endeavours to contact the Participant/Participant's Representative for payment. In the event that Living Communities cannot contact the Participant/Participant's Representative or payment is not made within the payment terms, Living Communities reserves the right to withhold the service or program and the use of its facilities until all outstanding payments are made.

10.2 Refund Policy

We acknowledge exceptional circumstances can take place and Living Communities may honour requests for refunds, however, consideration will be examined on a case by case basis with Living Communities reserving full discretion to make the determination whether a refund is appropriate.

11.0 CANCELLATION POLICY

The following is in accordance with the NDIS Price Guide v2.1. Living Communities will always act in accordance with the current NDIS Price Guide.

In the event that a participant provides Living Communities with a short notice cancellation or no show, Living Communities will recover 90% of the fee associated with the activity. A cancellation is a short notice cancellation if the participant:

- does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than two (2) clear business days' notice for a support that meets both of the following conditions:
 - the support is less than 8 hours continuous duration; AND
 - the agreed total price for the support is less than \$1000; or
- has given less than five (5) clear business days' notice for any other support.

Please note, there is no limit on the number of short notice cancellations (or no shows) that Living Communities can claim in respect of a participant.

11.1 Withdrawing Supports

Cancellation of Service by the Participant

All services and supports may be terminated by the Participant/Participant's Representative at any time by giving the required service notice as described in the current service agreement terms and where applicable, NDIS terms in writing by email or post.

Cancellation of Service by Living Communities

Living Communities may cancel service to the Participant if:

- The Participant's condition changes to the extent that they no longer require services, or their needs can be met more appropriately by another service provider.
- The Participant has incurred an outstanding debt with Living Communities that exceeds sixty (60) days.
- The Participant can no longer be cared for with the resources available to Living Communities.
- The Participant gives the required notice in writing to Living Communities terminating their service. Living Communities in its discretion may waive the required notice period.
- Providing service or notice of cessation to the Participant presents an unreasonable risk to Living Communities Representatives

The NDIS provides guidelines for the minimum notice periods that are required for Living Communities to cease service.

For any queries regarding payments, refunds or cancellations contact the Living Communities Head Office on 1300 670 540 or email admin@livingcommunities.com.au

12.0 RISK ASSESSMENT AND WORKPLACE HEALTH AND SAFETY

Living Communities maintains a structured approach to the management of health and safety to achieve a consistently high standard of safety performance. In addition, Living Communities will strive to meet its obligations to ensure a safe environment for all workers and Participants/Participant's Representatives by compliance to all relevant Queensland work health and safety legislation and industry best practice.

Where support is to be provided in your home or a community location of your choice you may need to allow access to a Living Communities representative such as the Workplace Health and Safety Officer to conduct a site safety assessment to ensure compliance for the safety of both the Participant and Living Communities staff.

When providing in-home support, the home must contain the following,

- Compliant Smoke Alarms
- Electrical Safety Switch (RCD)
- Pool Fencing (where appropriate)
- Evacuation plan and exit access
- First Aid Kit
- Home Fire Extinguisher/ Fire Blanket
- Relevant Animal and Pet Safety, i.e. dogs, snakes
- Manual Handling and Lifting Equipment as relevant to tasks i.e. Laundry trolley, Hoist for lifting, Shower chair etc.

Living Communities staff will assist Participants with information to ensure a safe home environment, where needed. All care shall be taken to minimise risk or harm, injury or illness to Participants. Participants/Participant's Representative and share the responsibility with Living Communities Representatives to ensure Living Communities is made aware of any risks associated with the service provided and to take steps to ensure that any risks are rectified and addressed.

All participants have a responsibility to disclose any hazards and risks that may relate to the provision of services in order for these to be assessed and a mitigation plan developed, where appropriate.



13.0 COMPLAINTS & FEEDBACK

Living Communities takes all feedback and complaints seriously and will manage complaints in an accountable, transparent, and meaningful way. When a Living Communities Representative visits or contacts a Participant/Participant's Representative, or any external Living Communities stakeholder, they are responsible for treating the individual with respect and dignity, and are required to make every effort to assist in an efficient and supportive way.

If an individual would like to provide feedback or a complaint about a Living Communities representative or Living Communities service, we invite you to contact Living Communities by, email, post or in person, so that any matters can be resolved effectively and efficiently. Living Communities welcomes positive, neutral and negative feedback, and complaints so that appropriate Living Communities employees can be recognised for their endeavours or the appropriate actions be taken to minimise future negative impacts.

13.1 How to provide feedback or make a complaint

In order to continually improve our services, we require and welcome all feedback and complaints. There are a number of ways to provide feedback or make a complaint.

- You may wish to raise the feedback or complaint with your local support staff and manager in person, by phone, in email or by post. They will ask you if you would like to make an official recorded complaint or feedback.
 - If local support staff and management are unable to resolve the issue or you are unhappy with the outcome, you can escalate the feedback or complaint (if you haven't already) or ask for a review.
- If the complaint is in regard to local support staff and/or the manager or, you do not feel comfortable raising the complaint with your local support team, you can raise feedback or a complaint through Living Communities feedback and complaints team by phoning: 07 3506 2505, or emailing: admin@living-communities.com.au
- Feedback and complaints can be submitted anonymously. However, if you wish to provide anonymous feedback or a complaint, we may not be able to provide you with the outcome of the investigation.
- Your feedback and complaint will be respected and handled confidentially. The complaints manager will discuss the complaint with you and review the outcome with an aim to providing a solution and resolution in a timely manner.
- If your complaint is not resolved, you can request a further review. An allocated complaints assistant will work with the individual to review and provide closure to the matter.
- A Living Communities Feedback and Complaints brochure is distributed to all Participants upon intake, is available on the website, at all Living Communities Offices and Centres and is also available on request at all other services. The brochure provides information on how to provide feedback and complaints and the current contact details for external agencies such as the NDIS Quality and Safeguards Commission.

- A Living Communities Feedback and Complaint policy (Easy Read) is also available upon request to Living Communities Participants. This policy has been written in a language and mode of communication intended to make the information easy to understand.
- If you are not happy with Living Communities' response to your feedback or complaint or would like to make a complaint about Living Communities, individuals can contact the NDIS Quality and Safeguards Commission.

13.2 What to expect during the Feedback and Complaints process?

Our staff are trained to:

- Discuss and record your complaint
- Report your complaint to the appropriate department where applicable including, but not limited to, the NDIS Quality and Safeguards Commission, Child Safety, Adult Guardian, Department of Communities, or Queensland Police
- Provide advice regarding policy and practices
- Assess and investigate your complaint
- Establish timeframes for addressing your complaint
- Recommend other resolution options if necessary

We expect that Living Communities be given the first opportunity to address any concerns and issues before the Participant/Participant's Representative contacts any external agency.

While every attempt will be made to resolve any complaints that arise, sometimes a resolution cannot be reached. In this instance, if you are still not satisfied, contact the NDIS Quality and Safeguards Commission and/or the Department of Communities.

We ask that you are courteous and advise us that you are seeking additional help to resolve your complaint.

During the complaint resolution process, you have the right to be supported by a friend, advocate, interpreter, community elder, or other person as appropriate, as outlined in the advocacy information.

If dissatisfied with the determinations made by Living Communities and or the process by which the service has managed the complaint, you have the right to request an internal review or escalate the complaint to the NDIS Quality and Safeguards Commission.

Allegations concerning the conduct of Living Communities staff will be managed in accordance with relevant NDIA guidelines and departmental human resource management policies. If criminal conduct or official misconduct is suspected, the matter will be referred to the NDIS Commission or the Queensland Police Service, as deemed appropriate by Living Communities.

Resolution of complaints will be attempted at the local level. However, if the complaint is not able to be resolved locally, it may be escalated to an external agency including but not limited to,

- NDIS Quality and Safeguards Commission
- Queensland Police Service
- Crime and Misconduct Commission
- Queensland Ombudsman
- Office of the Adult Guardian
- Commission for Children and Young People and Child Guardian
- Health Quality and Complaints Commission
- Queensland Civil and Administration Tribunal

13.3 NDIS Quality and Safeguards Commission

The following information has been taken from the NDIS Quality and Safeguards Commission website.

“The NDIS Quality and Safeguards Commission is an independent agency established to improve the quality and safety of NDIS supports and services. We regulate NDIS providers, provide national consistency, promote safety and quality services, resolve problems and identify areas for improvement.

If you feel comfortable, you are encouraged to raise your concern or complaint with your provider first, as this is often the best way to have your issue resolved quickly. All registered NDIS providers must have a complaints management and resolution system in place. If the provider is unable to resolve your concern or complaint, then you should seek further support.

The NDIS Commission can take complaints from anyone about:

- *NDIS services or supports that were not provided in a safe and respectful way*
- *NDIS services and supports that were not delivered to an appropriate standard*
- *how an NDIS provider has managed a complaint about services or supports provided to an NDIS participant”*

Contact the NDIS Quality and Safeguards Commission by,

- Phoning **1800 035 544** (free call from landlines)
- Phoning **TTY 133 677**. Interpreters can be arranged.
- National Relay Service and ask for **1800 035 544**.
- Completing a complaint contact form.

For more information visit the following www.ndiscommission.gov.au/about/complaints

14.0 EQUAL OPPORTUNITY

As an Equal Opportunity organisation, Living Communities and Living Communities Representatives will treat every Participant/Participant's Representative fairly and without discrimination.

Services will be offered to people regardless of cultural differences, including Aboriginal or Torres Strait Islanders, and people from culturally and linguistically diverse backgrounds. Refer to **5.2 Translation Services** should you require an interpreter.

Living Communities will always be professional and supportive in their approaches to people from all community and cultural backgrounds.

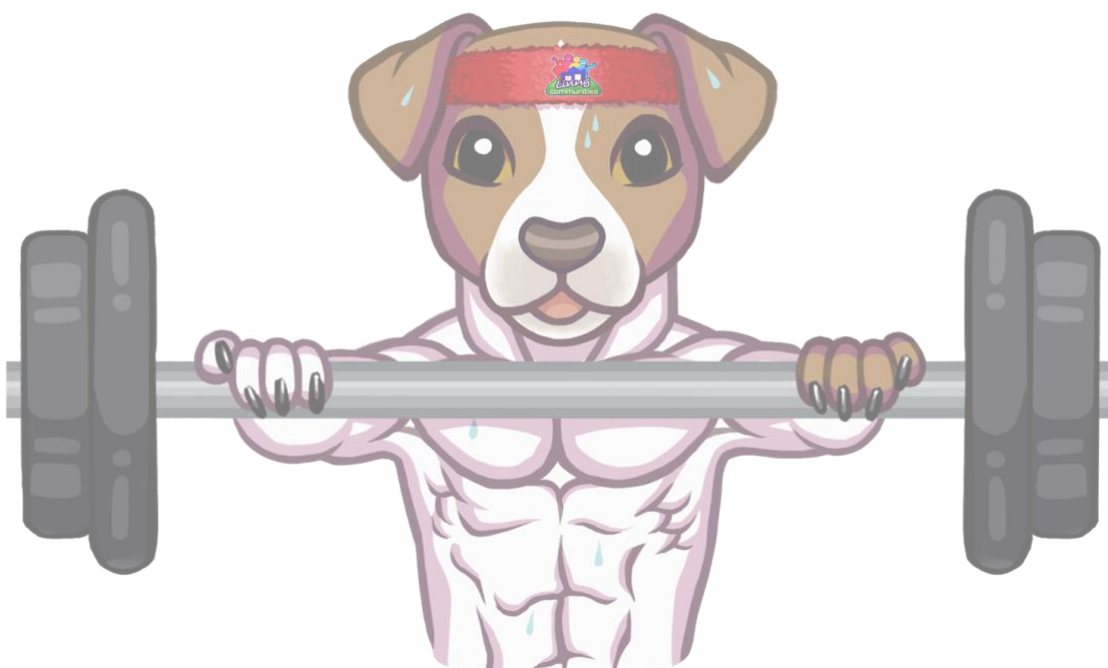
It is also important Participants recognise that in Australia, there are laws that prevent an organisation discriminating against care staff and employees based on sex, ethnicity, where they live, or other personal attributes such as weight, personal beauty, hair, or eye colour. This means that you need to work with Living Communities to recruit care staff that are well matched to your support needs within a non-discriminatory framework where this applies to your personal workers.

~ SPECIAL NOTE FOR PERSONAL STAFF TEAM PROVISION

We recognise that every person with a disability has the choice of who provides service to them. From time to time you may wish to ask or direct that a particular staff person not provide support or be removed from your care team.

While we make every endeavour to meet your preferences it is important that you recognise that there is a cost to recruitment and induction for your care staff, and that the NDIS allows for additional hours to be charged for new carer training and replacement.

This carer recruitment and training charge will be an automatic additional fee to any fixed fee engagement agreement and will be an additional charge at the standard fee rate in your service agreement where this has been a requirement.



15.0 TERMS AND CONDITIONS

The Terms and Conditions of this handbook, your service agreement, and those on the quote, form part of the service agreement for Participants in the National Disability Insurance Scheme (Participant) and are made between the person named on the service quote accepted by the Participant and or an authorised representative.

A Service Agreement commences on the commencement date for an initial service for a period of 12 months, unless otherwise stated in the engagement agreement, and will then continue until ended under the terms of your agreement.

Where you do not sign an agreement but continue to engage and allow us to provide the services, we will continue on the basis of the agreement that was provided to you. We would like you to be aware that we are required to charge GST to NDIS services where we do not have an agreement that meets the Australian Taxation Office Requirements.

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) Plan.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme which aims to:

- support the independence and social and economic participation of people with disability, and;
- enable people with a disability to exercise choice and control in the pursuit of their goals, whilst being involved in the planning and delivery of their supports.

Schedule of Supports

- Living Communities agrees to provide the Participant the supports as confirmed in the
 - The Service schedule/quotation(s) provided to you and any amendments
- Made in writing during the service agreement period.
- The supports and prices are set out in the Quotation provided to you and will be adjusted from time to time without notice when an NDIA price guideline is altered. All prices are GST inclusive (if applicable) and include the cost of providing those supports. This is subject to an agreement that is approved by the Australian Taxation Office or GST will be additional.
- Additional expenses not covered by the NDIS scheme may be provided by agreement and billed separately to you (i.e. things that are not included as part of a Participant's NDIS supports). That are the responsibility of the Participant / Participant's Representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

Conditions and Responsibilities

Living Communities will make best endeavours to:

- Review the provision of supports annually with the Participant; a review may be via electronic communication, phone or meeting.
- Maintain a quality audited system.
- Where possible, provide a minimum of 24 hours' notice if Living Communities has to change a scheduled appointment to provide individual supports.
- Keep a record of supports provided.
- Issue regular invoices and statements of the supports delivered to you.
Monthly statements are available upon request from Living Communities Head Office.
- Ensure confidentiality of this agreement.

You (The Participant/ Participant's Representative) agrees to:

- Inform Living Communities about how you wish the supports to be delivered to meet the participants needs.
- Provide accurate information in relation to your needs and risks.
- Talk to Living Communities if you have any concerns about the supports being provided.
- Give Living Communities the required notice if you need to change a service booking or end the Service Agreement.
- Let Living Communities know immediately if the Participant's NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant stops being a Participant in the NDIS.
- Allow access to Living Communities to make and confirm bookings in the NDIA bookings platform (PRODA) prior to scheduling service and/or provide evidence of NDIA booking confirmation.
- Work with Living Communities to ensure the safety of staff employed to provide services by ensuring that your home environment, conduct and actions do not create a workplace health and safety concern.
- Ensure confidentiality of this agreement.

15.1 Changes to your Service Agreement

If changes to the supports or their delivery are required, the parties (You and Living Communities) agree to discuss and review the service Agreement.

The parties (You and Living Communities) agree that any changes to a Service Agreement, Quotation, or Service Booking (i.e. this Agreement), will be confirmed in writing.

Electronic Email communication records and Electronic signature will be accepted as confirmation.

In the event that you do not confirm a change in writing, the terms in the engagement agreement still apply in that, if an electronic confirmation or signed confirmation of change is not received, and you continue to request service and we provide such service, Living Communities will proceed and charge fees on the basis of the changed service agreement, quotation, or service booking.

Changing or Ending this Agreement

Should either party (You or Living Communities) wish to change a Service Booking or this Service Agreement, they must give the required notice. Refer to **11.1 Withdrawing Supports**.

Where a compulsory NDIA service cancellation period is stated as part of the scheme then this shall apply to the applicable service, otherwise, twelve weeks' notice is required as outlined in this handbook in an earlier section.

Changing or Ending Bookings: Flexible/Periodic/ Casual Service Bookings

The following is in accordance with the NDIS Price Guide v2.1. Living Communities will always act in accordance with the current NDIS Price Guide.

In the event that a participant provides Living Communities with a short notice cancellation or no show, Living Communities will recover 90% of the fee associated with the activity. A cancellation is a short notice cancellation if the participant:

- does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than two (2) clear business days' notice for a support that meets both of the following conditions:
 - the support is less than 8 hours continuous duration; AND
 - the agreed total price for the support is less than \$1000; or
- has given less than five (5) clear business days' notice for any other support.

Please note, there is no limit on the number of short notice cancellations (or no shows) that Living Communities can claim in respect of a participant.

15.2 NDIA Rules and Guidelines

From time to time the NDIA will publish service guidelines as published on the official website. These automatically form part of this agreement.

Where an NDIA specified notice. period required is higher or lower than that in standard terms and conditions and is compulsory, this will be the required notice period.

Where the service is able to charge for cancellation periods of additional services i.e. replacement staff training this shall also apply to the agreement.

Following an initial service agreement period, the service agreement will automatically renew unless cancellation of the service agreement occurs in line with required notice periods.

Living Communities may choose in its sole discretion to reduce or waive any notice period or cancellation fee.

15.3 Summary of Your Service Agreement

The parties (You and Living Communities) agree to the terms and conditions of this Participant Handbook and Service Terms and Conditions, and variations that may be provided and agreed by the parties (You and Living Communities) from time to time in writing or as allowed for in the service agreement.

Updates to this document will form part of the service agreement and will be provided to you for review from time to time and available on our website.

15.4 Goods and Services Tax (GST)

For the purposes of GST legislation, the parties (You and Living Communities) confirm that:

- a supply of supports under this Engagement and Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act;
- the Participant's NDIS Plan is expected to remain in effect during the period the supports are being provided; and
- where an agreement is not in place Living Communities is required to charge GST for services as required by the Australian Taxation Office and these will be in addition to the quoted fee.
- the Participant or Participant's Representative will immediately notify Living Communities if the Participant's NDIS Plan is replaced by a new Plan or the Participant stops being a Participant in the NDIS.

